

## SEVERANCE AGREEMENT

This Severance Agreement ("Agreement") is made between Dr. Romain Dallemand ("Dr. Dallemand") and the Bibb County Board of Education (the "Board"), on behalf of both the Board and the Bibb County School District (the "District"), as follows:

WHEREAS, Dr. Dallemand is presently employed as Superintendent of the District;

WHEREAS, Dr. Dallemand has agreed to offer his voluntary resignation in exchange for a severance agreement, and for the additional consideration set forth herein;

WHEREAS, Dr. Dallemand and the Board together agree and desire that it is in the best interests of the District to have an orderly transition that allows for the Board President to call Dr. Dallemand, in their sole discretion, if the need arises;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for valuable consideration, it is agreed as follows:

1. Dr. Dallemand and the Board and District agree that his official last day of serving as the Superintendent of the District shall be on the date of the execution of this Agreement. However, Dr. Dallemand shall be available to the Board President for any reasonably necessary transitional information through and including, June 30, 2013.
2. In consideration of Dr. Dallemand's separation from the District, the Board and District shall make payable to "Romain Dallemand" in one lump sum within twenty-four (24) hours of execution of this Agreement, and transmitted by bank wire to an account designated by him, the amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00), both as severance and also for his consultation as requested by the Board President or his successor, which sum shall be subject only to the customary state and federal tax withholdings.
3. Dr. Dallemand shall continue to report to work as Superintendent with his current full salary and benefits until such time as the full lump sum amount stated in paragraph 2 is received by bank wire to his account. After Dr. Dallemand receives said amount, Dr. Dallemand will no longer report to work, but will make himself available for consultation at reasonable times and places through June 30, 2013, if requested by the Board President or his successor.
4. Dr. Dallemand shall be entitled to receive any and all: (a) pension benefits that have accrued to him as of his receipt of the aforesaid lump sum; (b) continuation of his family health/medical insurance benefits with premiums to be paid in full by the Board and District through June 30, 2013 and for one additional school year or until he obtains health/medical insurance through another employer, whichever occurs sooner; and (c) his regular salary payment for the full month of February, 2013 to be paid during the course of regular payroll.

5. To the greatest extent provided by law, the Board and District shall indemnify Dr. Dallemand and hold him harmless from any acts or decisions made by him in good faith while performing services for the Board and District. The Board and District shall pay all expenses, including attorneys' fees by an attorney mutually acceptable to Dr. Dallemand and the Board, that are actually and necessarily incurred by Dr. Dallemand in connection with the defense and/or prosecution of any and all such acts, suits or proceedings, whether civil or criminal, and in connection with any appeal thereon, including the amounts, costs, and/or fees of court settlement, whenever incurred. Without limitation, this shall include the lawsuits: Gary F. Bechtel, et al. v. Dr. Romain Dallemand, Civ. Action No. 12-CV-57715, Ron Collier v. Bibb County School District, Civ. Act. No. 12-CV-58504, and Thomas Bradley Defore v. Bd. Of Public Education for Bibb County et al., Civ. Action No. 13-CV-58588, <sup>am</sup> pending in the Superior Court of Bibb County, Georgia. Dr. Dallemand agrees to cooperate with the defense of any existing lawsuits against the Board and/or District so long as he is compensated in advance for his reasonable expenses and attorneys' fees, if any, in doing so.

6. Except for any claims arising under or relating to the enforcement of this Agreement, and/or the enforcement of Dr. Dallemand's vested pension rights, health/medical insurance, and/or rights to indemnification, Dr. Dallemand and the Board and District agree to mutually release one another from any and all claims of whatsoever nature they may possess against the other, from the beginning of the world through the execution of this Agreement. The release includes all claims, known or unknown, arising out of statute, ordinance, regulation, common law, or otherwise, including but not limited to any claims concerning Dr. Dallemand's employment with the District and/or his separation therefrom. The parties each acknowledge that they are sophisticated, represented by counsel, have had a reasonable period of time to consider this release, and enter into this release knowingly and willfully, free from any duress or conflict.

7. Dr. Dallemand and the Board, as well as its individual board members, agree that at all times after the date of this Agreement, they will not make any statement of any kind, whether verbally or in written form, or otherwise take any action, that may reasonably be considered to disparage or impugn the other's work and/or reputation.

8. The parties hereto agree that it is in the best interests of the Board, the District, and Dr. Dallemand, that this employment separation be handled in an amicable and respectful manner. To that end, the Board agrees that, simultaneous with its execution of this Agreement, that the Board will issue the attached mutually agreeable reference recognizing the accomplishments of the District under Dr. Dallemand's leadership, and provide said reference in response to inquiries from prospective employers. (Such reference is attached hereto and incorporated herein as Attachment "A") Further, the Board and Dr. Dallemand also agree to issue the attached press release as their joint statement regarding Dr. Dallemand's employment, resignation, and this

Agreement, and further agree to make no other statements or representations regarding the matters set forth in this Agreement. (Such press release is attached hereto and incorporated herein as Attachment "B")


9. This Severance Agreement sets forth the entire agreement between the parties, and supersedes all previous discussions, understandings, representations, negotiations, and agreements between the parties of whatsoever nature. In the event of an alleged breach of this Agreement by either party, either party shall have the right at his/its election to have the dispute submitted to the American Arbitration Association for binding resolution.

10. This Agreement is binding on Dr. Dallemand, the Board, the District, and all his/its successors, assigns, trustees, agents, and representatives, to the fullest extent of Georgia law.

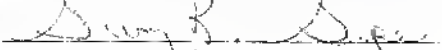
11. This Agreement may not be modified or altered except by a writing signed by the parties hereto or their authorized representatives.

12. If any provision hereto is determined to be void or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall remain valid and enforceable. This Agreement is executed in Georgia and shall be governed by the applicable laws of Georgia.

IN WITNESS WHEREOF, Dr. Dallemand and the Board and the District, through the Board by its official action in voting to adopt this Agreement, and as executed on behalf of the Board by its designee, have executed this Severance Agreement this 25 day of February, 2013.

  
Dr. Romain Dallemand  
Superintendent

AUTHORIZED ON BEHALF OF BIBB  
COUNTY BOARD OF EDUCATION &  
BIBB COUNTY SCHOOL DISTRICT

By:   
Susan K. Sipe, Board Member



**Dr. Romain Dallemand**

Superintendent

**Board Officers**

Susan K. Sipe

**Board Members**

Dr. Wanda S. West

Ella M. Styles Carter

Lynn Farmer

Tom Hudson

Dr. Thelma D. Dillard

Jason E. Downey

Lester M. Miller

To Whom It May Concern:

Dr. Romain Dallemand was employed as Superintendent of the Bibb County Public Schools from February 1, 2011 through June 30, 2013. As Superintendent, Dr. Dallemand initiated a planning process, using an Appreciative Inquiry framework, to involve over 3800 employees and approximately 500 community members in the development of the district's strategic plan, The Macon Miracle. As part of the planning process, the district's mission, vision and core values were updated.

In March of 2012, the Macon Miracle was approved by the School Board. Following the School Board's approval, Dr. Dallemand began the work of fully implementing the plan. The plan incorporated both research-based strategies and promising innovation. Key initiatives that were implemented included:

- Providing district and school level guidance in preparation for an AdvancED external review visit in April of 2013
- Providing four days of Common Core Georgia Performance Standards training for all certified staff in August and October 2012
- Providing high quality professional development to system-wide employees and/or system leaders on efficacy and continuous improvement, equity, and/or customer service
- Implementing district-wide reading and math interventions resulting in promising preliminary results (i.e., nearly 8 months of growth in approximately 12 weeks)
- Supporting a district-wide initiative to develop both traditional and non-traditional student leaders, supported by teacher leaders, through training and coaching provided by the Efficacy Institute

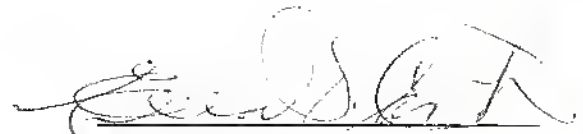
- Developing the Superintendent's Reading Initiative, which included district-wide monitoring to ensure that all schools participated
- Initiating a Mandarin Chinese language program at all elementary schools
- Developing processes that improved EIP/REP programming and maximized EIP/REP funding, resulting in approximately 2.5 million dollars in additional revenue for the school district
- Auditing district departments to increase effectiveness, efficiency, and productivity (e.g., technology, finance and others)
- Supporting grant writing which resulted in approximately \$25,000,000 of additional revenue for the district over seven years
- Eliminating staff furlough days that had been in place for the past four years

The development and implementation of The Macon Miracle has resulted in both national and international recognition. Work initiated as a result of the district's strategic plan has been highlighted by NPR, CBS, ABC, the San Diego Tribune, the New York Times, China Daily and the Voice of America. Dr. Dallemand was also invited to present at the International Appreciative Inquiry Conference in Bruges, Belgium.

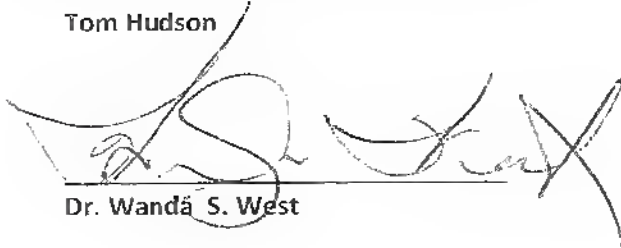
**Bibb County Board of Education Members:**



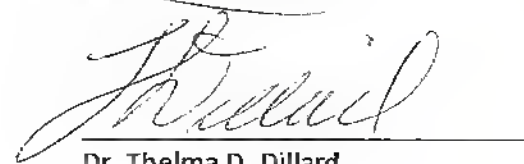
Tom Hudson



Ella M. Styles Carter



Dr. Wandá S. West



Dr. Thelma D. Dillard

Date: 25 of February, 2013

Attachment B



"Tonight, Dr. Dallemand has offered and the Bibb Board of Education has accepted his resignation as Superintendent. The terms and conditions of this separation can be found in the document approved by the Board this evening. This was a mutual and amicable decision reached between the Board and the Superintendent. The members of the Board wish Dr. Dallemand great success in his future endeavors."

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